

New Hampton CSD

Support Group

7/1/2006 6/30/2008

2006-2008 AGREEMENT BETWEEN THE

New Hampton Education Association

Support Group and the

Board of Education

New Hampton Community School District

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P R E A M B L E

The Board of Directors of the New Hampton Community School District, herein referred to as "The Board", and the New Hampton Education Association Support Group, hereinafter referred to as "The Association", agree as follows:

ARTICLE I - DEFINITIONS

As used in this agreement:

1. "Employer" means the Board of Education of the New Hampton Community School District, or its duly authorized representative.
2. "Employee" means all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).
3. "Association" means the New Hampton Education Association Support Group or its duly authorized representative.
4. "District" means the New Hampton Community School District.
5. "Superintendent" means the Superintendent or his/her designee.
6. "Supervisor" means those persons employed by the District, and excluded from the bargaining unit, who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate or process grievances of other employees or have the responsibility to make a recommendation thereon. A supervisor also means an acting supervisor or other person designated by the Superintendent.
7. A "full-time Employee" means an employee who is regularly scheduled to work not less than thirty (30) hours per week for at least 178 days or more per year. (For the purposes of this definition, the pre-school developmental teacher's associate is eligible for health insurance benefits.)
8. A "part-time Employee" means an employee who is regularly scheduled to work less than thirty (30) hours per week or less than 178 days per school year.
9. A "twelve-month Employee" means an employee who is regularly scheduled to work twelve (12) consecutive months.
10. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neutral gender, according to the context.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance shall mean only a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement. All grievances shall be Association grievances unless indicated otherwise by the Association.

2. Aggrieved Person

An "aggrieved person" is the employee or employees or the Association making the complaint.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise in the interpretation of this agreement as it affects an individual employee, employees, or the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limit specified may, however, be extended by mutual agreement. A grievance must be filed within fifteen (15) days of the occurrence of the incident or dispute alleged to give rise to the grievance, or within fifteen (15) days of the time that it might be reasonably expected to have been discovered. All days referred to in this ARTICLE shall be considered as calendar days, unless otherwise specified.

2. Year End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with his/her principal or assistant principal, or such other administrative personnel as may be appointed for the purpose by the Superintendent or the Board, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at level one, a grievance still exists, the aggrieved person may invoke the formal grievance procedure by filing on the form set forth in Schedule A. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and, should the grievant so desire, by a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her designee.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association. If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to Level Three.

5. Level Three - Superintendent

The Superintendent or his/her designee shall meet with the aggrieved person and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person or the Association may transmit the grievance to the Board by filing a written copy thereof with the secretary or other designee of the Board.

6. Level Four - Board of Education

The Board no later than its next regular meeting or twelve (12) school days, whichever is earlier, shall meet with the aggrieved person and the Association on the grievance. Disposition of the grievance shall be made in writing by the Board no later than seven (7) school days after said meeting. A copy of such disposition shall be furnished to the Association.

7. Level Five - Arbitration

(a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

(b) If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within five (5) school days.

(c) Within ten (10) school days after written notice to the Board of submission to arbitration the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the American Arbitration Association by either party. The list from the said Association, shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove the next name, alternating removal until only one name remains. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of the contract. The decision of the arbitrator shall be submitted to the Board and to the Association, and absent any illegality in the proceedings shall be final and binding on the parties.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expense and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two through Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Five shall be in accordance with the procedures set forth in the Section on arbitration.

3. Separate Grievance File

All documents, communications and records, dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the aggrieved persons and their designated or selected representatives, heretofore referred to in this ARTICLE.

If it should be necessary under these proceedings for an employee to be absent during the school day and a substitute is required, the Association shall pay the cost of the substitute, if the Association initiates or requests a grievance hearing or meeting to be held during the school day.

ARTICLE III - DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an initial assignment authorizing payroll deduction of Association dues on or before September 12th of each year. It is understood that only dues shall be subject to the provisions of this paragraph.

B. Regular Deductions

Pursuant to a deduction authorization, the employer shall deduct from each paycheck received by an employee a sum equal to that fraction represented by one over the number of payroll checks received by the employee per contract year times the total dues, beginning in September and terminating with the last payroll check of the year.

C. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the employer. It shall be the duty of the Association to immediately advise the employer of any changes in dues and the employer shall have no responsibility to the Association for incorrect withholding of dues in the event Notice of such change is not timely given.

D. Transmission of Dues

The employer shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period.

E. Responsibility of Liability

The Association agrees to hold harmless from any costs judgments, legal action, attorney fees, and other forms of liability any and all Board members, administrative employees of the Board and the Board itself from any action arising out of the application and administration of this Article of the agreement.

F. Amount of Dues

It is agreed and understood that the Association will advise its own membership of the amount of the dues and of the amount of the checkoff. The employer will notify the Association when a notice to terminate dues checkoff is received.

ARTICLE IV - OTHER PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the employee, the employer shall deduct from the salary of any employee and make appropriate remittance for school group annuities and for that portion of health insurance not paid as a part of the employee's considerations under other provisions of this contract. A similar deduction upon written authorization shall be made from the salary of custodians for payment for uniform cost. Such request for deduction for annuities and uniforms shall be filed on the next payroll that falls more than four days later than September 10th or January 10th of each year.

ARTICLE V - TEMPORARY LEAVE OF ABSENCE

A. Personal Leave

Each employee shall be credited with two days of personal leave to be used for any reason. Employees who do not fully use the two days allowed, shall be allowed to accumulate personal leave to a maximum of four (4) days for use in any given year.

If the employee does not wish his/her personal leave to accrue, the Board will pay the employee the substitute rate of pay per whole day or half day of unused personal leave at the completion of the individual contract in each year. Personal leave may not be taken on any of the following days and occasions:

1. In combination with any other paid or unpaid leaves.
2. On the day preceding or following a holiday or vacation period or in combination with any other paid or unpaid leave to extend such holiday or vacation period.
3. The above restrictions may be waived by the Superintendent with the approval being non-grievable under this contract.

An employee planning to use personal leave shall notify his/her immediate supervisor at least one(1) day in advance and fill out a personal leave form for approval.

LIMITATIONS:

1. No more than one (1) employee from each building for each job classification including those on Association leave shall have personal leave on any one day. On non-student days administration may waive this limitation when the day is scheduled as an employee work day.

B. Funeral Leave

Each employee shall be granted five (5) days of leave at any one time in the event of the death of a spouse, child, parent or stepparent. (Stepchild shall be regarded as child for purposes in this article.)

Up to three (3) days of leave shall be granted at any one time in the event of other deaths in the immediate family, including by definition the employee's brother, sister, grandparents, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepfather-in-law, stepmother-in-law, brother-in-law, sister-in-law, grandchild, and any other member of the immediate household. The number of days to be used shall be approved by the immediate supervisor.

One day of leave shall be granted in the event of the death of an aunt, uncle, niece, nephew or spouse's grandparents not to exceed two (2) days in any one year.

In the event of the death of a fellow employee or a student in the New Hampton Community School District, the Superintendent or his/her representatives shall grant what he/she deems to be an appropriate number of employees time to attend the funeral.

One day of leave shall be granted to each employee in the event of the death of other relatives or close friends with the employee responsible for the cost of the substitute.

C. Family Illness Leave

Each employee shall at the beginning of each year accrue three (3) days of paid leave for absences due to hospitalization or illness of a spouse, child, step-child, parent or a member of his/her household. This emergency leave is in addition to sick leave as allowed to all employees and is not accumulative.

If any employee has exhausted all available family illness leave and has need to extend leave for the same family illness, the employee may use up to five (5) days of their accrued sick days as extended family illness leave.

D. Jury Leaves

Any employee called for jury duty during scheduled work hours or who is required by subpoena to make an appearance in any judicial or administrative proceeding when not a party to the action shall be granted leave with pay for the period required, with pay subject to credit for jury fees and witness fees. However, if the employee is a party to an action involving a claim arising out of his/her employment relationship with the district and his/her presence is required for the protection of the district and the employee, then the employee will be granted leave with pay. An administrative proceeding is defined to be a proceeding before an administrative law judge of any agency of the United States government, a hearing officer of any agency of the government of the State of Iowa, or a response to a subpoena from any legislative body to the State of Iowa or of the United States of America.

E. Association Leave

The sum total of no more than four (4) days shall be granted to the Association, to be made available to its representatives, with pay, to enable them to attend conferences, conventions or other activities of the state and national affiliated organizations of the Association.

It is agreed that negotiations, grievance procedures, conferences, or meetings shall not be held during regular school hours. In the event that some outside authority such as a mediator, factfinder, or arbitrator requires that such procedure be held during school hours, any representatives of the Association participating in such proceedings shall suffer no loss in pay or other benefits.

F. Unpaid Leave

1. Other temporary leaves of absence without pay may be granted by the employer for a limited period of time for reasons deemed sound in the sole discretion of the employer.
2. Religious Holidays: Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused for the observance of such holidays by the immediate supervisor.

G. Professional Leave

Leave days may be granted for attendance at professional conferences, workshops, or conventions at the sole discretion of the administration and may be subject to Board approval, with pay. Applications by employees who desire to attend professional conferences shall be filed with the building principal. The Board may reimburse registration, travel and lodging at such a professional conference to include both school days and non-school days.

ARTICLE VI - SICK LEAVE

A. Definition

Sick leave constitutes absence of an employee for his/her personal illness or medically related disability.

B. Number of Days

Sick leave will be granted as follows:

1. First year of employment	10 days
2. Second year of employment	11 days
3. Third year of employment	12 days
4. Fourth year of employment	13 days
5. Fifth year of employment	14 days
6. Sixth and all subsequent years of employment	15 days

C. Accumulation of Sick Leave

If there are unused portions of sick leave in any one year, such unused portions, plus a given year's sick leave allowance, shall be accumulated up to a maximum of one hundred twenty (120) days. It is understood and agreed by all parties to this agreement that it is meant to apply to only actual illness and that the employer may require such physician's certificate or other reasonable evidence as it may desire to confirm the necessity for such a leave.

D. Absence Without Pay

Any days of illness for which leave is granted in excess of those herein provided for shall be without pay.

ARTICLE VII - IN-SERVICE EDUCATION

The employer shall plan and execute such in-service training as is deemed necessary. The employer shall bear all of the cost of such in-service training.

ARTICLE VIII - STAFF REDUCTION

A. Coverage

All employees covered under this agreement.

B. Definition

Staff reduction is the elimination of a position within one of the following job classifications: Para-educators, secretaries, cooks, custodians, and bus drivers, causing the layoff of an employee within one of said classifications.

C. Lay Off

In the event it becomes necessary to lay off employees in a job classification for any reason, the procedure below will be followed to accomplish the staff reduction:

1. Normal attrition shall first be utilized.
2. Temporary/Substitute employees shall be laid off.
3. Probationary employees shall be laid off.
4. If the previous steps do not accomplish the staff reduction, employees within the affected job classification shall be laid off in inverse order of seniority with the following exceptions:

(a) In the event of a staff reduction within the Paraeducator classification which would otherwise result in the layoff of a Hearing Impaired Paraeducator the least senior Paraeducator other than the Hearing Impaired Paraeducator will be the employee laid off to accomplish the staff reduction.

(b) In the event of a staff reduction within the Custodian classification, a Head Custodian may transfer into a full-time Custodian position (40 hours) by seniority, but a Custodian may not transfer into the Head Custodian position.

(c) In the event of a staff reduction within the Cook classification, a Head Cook may transfer into a full-time Cook position (30 hours) by seniority.

Evaluation of employee performance shall be the determining factor in staff reduction in cases of equal seniority.

D. Notification

The Superintendent shall notify the affected employee by the end of the school year. However, if the need for staff reduction arises after the end of the school year, the affected employee shall be notified within fifteen (15) days following the decision. A copy of the notice shall be provided to the president of the Association.

E. Recall

1. Employees shall be reemployed in order of seniority by classification provided the employee has the minimum qualifications for the job. Recall rights shall be for two (2) years from the effective date of lay off. If the employee is recalled to an equivalent (in time) position and the employee refuses recall, all recall rights will be forfeited. If the employee is recalled to a less equivalent (in time) position and the employee refuses recall, the employee shall maintain recall rights for the remainder of the two (2) year recall period. It shall be the responsibility of the employee to maintain a current address with the employer.
2. Notice of recall will be given in writing by the employer to the employee. If the employee fails to respond within fifteen (15) calendar days after receipt, the employee will be deemed to have refused the position offered.

F. Benefits

1. A laid off employee will retain seniority earned prior to lay off.
2. Recalled employees will receive fringe benefits negotiated for the year of recall to employment.
3. Sick leave accrued prior to staff reduction will be maintained by the recalled employee.

ARTICLE IX - INSURANCE .

A. Health and Major Medical Insurance

The employer will provide \$498.78/month first year; \$_____ per month second year for all full-time employees with a cash equivalency over the cost of the selected policy. If the employee selects a plan option that costs more than \$498.78/month first year; \$_____ per month second year, the employer shall deduct this premium amount through a payroll deduction. The first dollar coverage shall be paid by the employee if he/she desires medical coverage. An employee may opt to take the family coverage with the additional premium to be deducted through payroll deductions.

The dollar amount which will be inserted in the blanks for the second year will be the present contract number increased by the average of the single premium increases for Plans A through E for the group health plan for the contract year. The side agreement of One Hundred and no/100 Dollars (\$100.00) for insurance deductible reimbursement will remain in effect.

The employer will provide up to one hundred seventy-one (\$171) dollars per month for dependent health insurance for all full-time employees who are contracted for 210 days or more.

Any employee working at least twenty-five (25) hours per week but less than thirty (30) hours per week may participate in the group health plan on the condition that the total cost is paid by the employee.

B. Life Insurance

The employer will provide \$25,000.00 term life insurance with accidental death and dismemberment benefits for all employees working full-time for two hundred ten (210) days or more each year.

C. Long-Term Disability

The employer shall provide a long-term disability insurance policy with benefits no less than those supplied in the preceding school year to all employees working 20 hours or more per week for one hundred eighty (180) days or more each year.

D. Descriptions

The employer shall attempt to provide each employee with a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which description shall include a clear description of conditions and limits of coverage as provided above. Such insurance information may be in the form of brochures provided by the company writing the said insurance. The employer will provide forms of application and contact with the insurer's agents. Under no circumstances shall the employer be found liable for any incident resulting in lack of coverage for an employee in this field.

E. Continuity of Fringe Benefits

1. Employees on paid leave shall continue to have employer contributions made to their insurance according to the levels described in this Article. Such contributions are to be made only for the duration of this agreement.

2. Employees who have exhausted their accumulated sick leave and are granted extended leave of absence due to illness, shall continue to have employer contributions toward their hospital and medical insurance for the individual premium amount only and only until the end of the school year or for the duration of this agreement whichever comes first. Employees on any other nonpaid leave shall have the option to continue participating in the hospital and medical insurance coverage at their own expense. Such employees wishing to continue shall pay the premiums themselves to the employer within thirty (30) days of the billing date. The provisions of this paragraph are specifically made subject to the prior approval of the respective insurance carriers. In no event shall employee-paid contributions be accepted after the termination date of this agreement unless such extension is granted with the permission of the employer.

3. Maintenance of Standards

Any change in carriers shall provide coverage equal to or greater than previous carrier.

ARTICLE X - HEALTH PROVISIONS

A. Physicals

Each employee shall show evidence of physical fitness when employed by the District as required by law. The physical shall be paid by the employee.

Bus drivers are required to have a physical examination every two years (unless medical issues require an annual physical) using the Iowa Department of Transportation Medical Examination Form. The physical is paid for by the employer at the New Hampton Medical Clinic. Employees wishing to see their own personal doctor will be reimbursed up to the amount charged by the New Hampton Medical Clinic.

ARTICLE XI - HOLIDAYS

Each employee will be paid for the major holidays which fall during their regular contract length. Major holidays are considered as follows: Fourth of July, Labor Day, Thanksgiving, Christmas, New Year's Day and Memorial Day.

An employee must be present at work or on paid leave of absence on the workday preceding the holiday in order to receive holiday pay.

ARTICLE XII - VACATION

All 12-month employees will receive two (2) weeks paid vacation. After seven (7) years employment in the District, employees will receive one (1) additional day of vacation for each year of employment above the 7-year base up to a maximum of four (4) weeks. Employees may take these vacation days on any non-student day and up to eight (8) days on any school day (except for immediately prior to or after the designated Christmas vacation) provided that in the discretion of the administration there are a sufficient number of regular employees remaining to perform the necessary work.

ARTICLE XIII - WAGES AND SALARIES

A. Method of Payment

1. Pay Periods

Each employee shall be paid on a bi-weekly basis except bus drivers. Bus drivers shall be paid on a monthly basis. Employees shall receive their checks at their regular building.

All employees shall have the option to choose payment on a 12-month pro-rated basis beginning from the first day of their individual contract. An employee wishing to exercise this option to change payment on a different basis must give written notice on or before August 1 of the new contract year.

2. Exceptions

When a pay date falls on a holiday or weekend, employees shall receive their paychecks on the last previous workday.

B. Overtime Work

Time and one-half shall be paid to all employees who are contracted for over forty (40) hours per week for all hours over forty (40) hours per week.

The employee is required to get prior approval from his/her immediate supervisor before working additional hours over the contracted hours. In the event that overtime pay at one and one-half times is not approved by the employee's immediate supervisor, compensation time may be used for hours worked over forty (40) hours per week, as stipulated by the Fair Labor Standards Act. This compensation time may be used by custodians and secretaries only.

The immediate supervisor shall decide if additional hours worked over the contracted hours shall be used within the same work week, hour for hour; or, if the additional hours shall be "banked" and used at a later date at one and one-half times.

Time to be "banked" and previous "banked" time to be used will be indicated on the employee's time sheet/card. The time sheet/card shall be approved by the employee's immediate supervisor before it is submitted for payment. Both the employee and Board Secretary shall keep a record of the employee's accumulation and use of compensation time. Compensation time shall not exceed an equivalent of thirty-two hours (or 21½ hours of actual time worked).

"Banked" time may be used on contracted work days that are non-student days, or other work days with the immediate supervisor's prior approval. All "banked" time shall be used by the end of the employee's contracted year.

For the purposes of this section, immediate supervisor is defined as the building principal or purchasing manager as appropriate.

Employees working non-school events on Saturday shall be paid time and one-half for all hours worked and on Sunday shall be paid double time for all hours worked.

C. Break Time

All full-time employees will be entitled to two (2) 15-minute break times during the regular workday. Part-time employees will be given a break time if the employee works at least four (4) hours.

ARTICLE XIV - HOURS AND WORK WEEK

1. The work week for full-time custodians shall be eight (8) hours per day Monday through Friday and four (4) hours every other Saturday. Summer hours will be eight and one-half (8½) hours Monday through Thursday and eight (8) hours on Friday.

The employer shall have the right to assign additional hours as required by its operations.

2. Hours for part-time custodians, secretaries, cooks and paraeducators shall be as designated in their individual contracts.
3. All employees shall maintain the hours worked during the previous contract year unless adjustments are necessary due to change in the operational needs of the District.
4. When school is dismissed early or starts late for inservice, associates shall have the option to work the regular hours on the employee's contract subject to the supervisor's approval.

ARTICLE XV - SAFETY PROVISIONS

A. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions.

B. Reasonable Force

An employee may use such force which is reasonable to defend himself/herself if assaulted during the course of his/her employment.

ARTICLE XVI - TRANSFERS

A. Applicability

The following transfer procedure shall apply to any voluntary or involuntary transfer to a different shift or building within the employees' classification to fill an existing vacancy.

B. Notification of Vacancies

1. Posting

(a) All postings shall include the classification, building(s) assignment, application deadline, and anticipated starting date. A copy of the job description shall be available for review upon request.

(b) The Superintendent shall post all vacancies in all school buildings for employees involved in that classification and send a copy to the Association's designated representative. Vacancies which occur during the summer months shall be posted on the bulletin board outside the Superintendent's office.

2. Employees may file a notice of interest in potential summer vacancies with the Superintendent before the end of the school year. These notices should be in writing and should indicate the positions including the building assignment to which the employee would like to transfer and an address and phone number where the employee can be notified of a posting. All reasonable effort shall be made to contact the employee in a timely fashion. This special summer notice procedure does not relieve the employee from the responsibility of filing a written transfer request within seven (7) days of posting set forth in paragraph B.3.

3. Employees who desire a transfer may file a written statement of such desire with the Superintendent within seven (7) days of posting.

4. If a vacancy has been posted in a classification and that vacancy is filled by transfer, the successive vacancies created in that classification may be filled from the transfer requests without reposting.

5. The Superintendent shall notify the employee of his/her decision on whether or not a transfer has been granted within thirty (30) days.

C. Procedure

Assignments shall be based upon the qualifications of the candidate and the needs of the district. No such request shall be denied nor transfer made arbitrarily, capriciously or without basis in fact.

ARTICLE XVII - SENIORITY

Seniority acquired prior to 2003-04 shall be maintained by the employees. Beginning July 1, 2003, seniority shall accrue in the following manner and be added to any previously accrued district seniority.

- A. Seniority shall be district-wide and shall be defined as the number of years of continuous service within the District in the job classification assigned. Employees that are hired after the year begins and thus work less than a full year will receive seniority on a pro-rata basis.
 - 1. All new employees will have a probationary period of thirty (30) working days.
 - 2. Upon the satisfactory completion of a probationary period, the seniority date will be from the date of employment. This date will be established by using the date on which actual work began.
 - 3. Seniority is retroactive only if contract is given for the same position.
- B. All employees working full-time (at least 28 hours per week) and bus drivers shall accrue seniority at the rate of one (1) year for each year of service. All employees working part-time (less than 28 hours per week) shall accrue seniority at the rate of one-half (.5) a year for each year of service. In 1985-86 no more than ten (10) years of prior part-time experience shall be credited to establish the starting point on the seniority list. Seniority will be retained by employees during periods of lay-off and during unpaid leave of absence. Seniority will accrue during all paid leaves of absence. All employees shall accrue seniority only against all other employees in the involved classification as listed below. The definition above for full and part-time is for seniority purposes only and has no relevance to eligibility for health insurance benefits.
 - 1. Bus Drivers - regular bus route drivers, special education route drivers (including van and car drivers)
 - 2. Activity route drivers
 - 3. Shuttle bus driver
 - 4. Cooks
 - 5. Secretaries
 - 6. Certified Instructional Paraeducators
 - 7. Part-time Certified Instructional Paraeducators
 - 8. Hearing Impaired Paraeducators

9. Part-time Hearing Impaired Paraeducators
10. Paraeducators
11. Part-time Paraeducators
12. Head Custodians and Custodians

As an exception to the above rules for accruing seniority, an employee moving among any of the bus driver classifications, or among any of the cook classifications, or among any of the secretary classifications, or among any of the paraeducator classifications or among any of the custodian classifications may take their accumulated seniority with them into the new classification.

- C. The employer shall post the seniority list in all buildings annually by October 1 of each year.

ARTICLE XVIII - TRANSPORTATION

The District will assign extracurricular driving in as equitable a manner as possible. Assignments will be made reasonably in advance of departure from a list of available drivers compiled from the annual questionnaires. All activity trips will be tallied by the first of each month and be paid to the employee monthly for those employees who submit their extra-curricular driving sheets on time. If the calculated pay for an activity trip is less than the pay for the regular route, the driver shall receive no less than the regular route pay for that particular activity trip assignment.

In the event it becomes necessary for school to be called off after the bus drivers are en route, those drivers en route shall be paid \$17.

ARTICLE XIX - EMPLOYEE EVALUATIONS

A. NOTIFICATION

The building principal or appropriate supervisor shall annually notify the employees under his/her supervision of the evaluation procedure. This notification shall occur within three (3) weeks after the employee begins his/her duties each school year. No formal evaluation shall take place until such notification has been completed.

B. FREQUENCY

1. First-year employees shall be evaluated a minimum of one time the first year of employment.
2. Employees returning to the district shall be evaluated a minimum of once every three years with the option for more frequent evaluations as deemed necessary by the principal, supervisor, or as requested by the employee.

C. WRITTEN EVALUATION

The principal or supervisor will complete the written evaluation instrument. A conference will be held to discuss the written evaluation with the employee. The employee shall sign the evaluation to indicate awareness of the completed evaluation. If the employee disagrees with any rating or comment on the written evaluation, the employee shall within seven calendar days of the dated conference provide written comments to be attached to the written evaluation. The evaluation shall be filed in the employee's personnel file.

D. PERSONNEL FILE

Each employee shall have the right to review and copy the contents of his/her personnel file at any time. A representative of the Association, at the employee's request, may accompany the employee in this review.

E. RIGHT TO GRIEVE

This Article deals with but a single method of evaluation - formal evaluation. Nothing in this Article precludes other methods of evaluation whatsoever as deemed appropriate by the District.

In any proceeding in which the District attempts to use past evaluations to justify adverse action taken against an employee, the employee may grieve his/her evaluations through the grievance procedures set forth in this agreement under Article II - Grievance Procedure. The grievance arbitrator may not change or alter an evaluation unless it is found to be arbitrary, capricious, and without any basis in fact.

ARTICLE XX - SEPARABILITY CLAUSE, DURATION, MISC.

A. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to the law by a Court of competent jurisdiction, or the PERB Board, then such provision or application shall be deleted from this agreement to the extent it violates the law. All other provisions or applications of the agreement shall continue in full force and effect.

B. Printing Agreement

Copies of this agreement shall be reproduced at the expense of the employer after agreement with the Association has been reached on format within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed or hereafter employed at the time the contract is offered by the employer, and the employer shall provide the Association with twelve (12) additional copies.

C. Notices

Whenever any notice is required to be given by either of the parties to this agreement to the other pursuant to the provisions of this agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party:

1. If by the Association: To the Board of Directors, New Hampton Community School, New Hampton, IA 50659.
2. If by the employer: To the New Hampton Education Association Support Group, New Hampton, IA 50659.


D. Duration

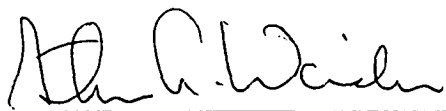
This Agreement shall be effective beginning July 1, 2006, and shall continue in effect until June 30, 2008.

E. Signature Clause


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents and attested by their proper officers and their signatures placed thereon, all on the 10th day of April, 2006.

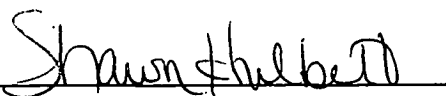
BOARD OF DIRECTORS
NEW HAMPTON COMMUNITY
SCHOOL DISTRICT

By: 
President

By: 
Chief Negotiator

NEW HAMPTON EDUCATION
ASSOCIATION SUPPORT GROUP

By: 
President

By: 
Chief Negotiator

**New Hampton Education Association Support Group
and the
Board of Education, New Hampton Community Schools**

PARAEDUCATORS	Class/Step	0	1	2	3	4	5	10	15	20
Certified Instr.	I	10.90	11.15	11.20	11.25	11.30	11.35	11.50	11.55	11.60
Hearing Imp.	IA	10.90	11.15	11.20	11.25	11.30	11.35	11.50	11.55	11.60
Paraeducator	II	10.30	10.55	10.60	10.65	10.70	10.75	10.90	10.95	11.00
Clerical	III	10.15	10.40	10.45	10.50	10.55	10.60	10.75	10.80	10.85

Class I & IA employees to receive an additional \$1.70/day for certification.

Part-time Class I & IA employees will received an pro-rated increase based on the \$1.70/day increase.

SECRETARIES	Class/Step	0	1	2	3	4	5	10	15	20
Princ. Sec.	I	10.65	11.05	11.20	11.30	11.40	11.50	11.65	11.70	11.75
Ast. Sec.	II	10.45	10.85	11.00	11.10	11.20	11.30	11.45	11.50	11.55

COOKS	Class/Step	0	1	2	3	4	5	10	15	20
Reg. full & part time		9.65	9.90	9.95	10.00	10.05	10.10	10.25	10.30	10.35
Head Cooks		9.90	10.15	10.20	10.25	10.30	10.35	10.50	10.55	10.60

CUSTODIANS	Class/Step	0	1	2	3	4	5	10	15	20
Regular - Full Time		11.75	12.00	12.05	12.10	12.15	12.20	12.35	12.40	12.45
Regular - Part Time		9.50	9.75	9.80	9.85	9.90	9.95	10.10	10.15	10.20
Head Custodians		12.50	12.75	12.80	12.85	12.90	12.95	13.10	13.15	13.20

Second shift custodians will receive an additional \$0.10 per hour.

Longevity will be based upon the employee's starting date. Employees will receive step 10, step 15, and step 20 after completing 10 years, 15 years, and 20 years of service to the district respectively.

BUS DRIVERS

Regular Routes

765.25 Per Mo	BASE (Two trips per Day)
9.82 Per Mo	EXPERIENCE (Max 14 yr) Per Mo for each full Yr of Service
	Experience pay applies to regular bus route drivers and to the handicap bus route driver.
23.54 Per Mo	LOAD (45 Pass. or More)
5.28 Per Mo	MILEAGE RATE per mile for one Round Trip
	(Miles and students to be determined at the Friday prior to Labor Day)

Activity Routes

302.40 Per Mo	Regular daily route.
6.60 Per Hour	Minimum - \$10 / trip when trip is not connected with any other activity trip.
Second Year of Agreement	Max. \$85.80 per Trip-Overnight trips and long trips may have to be mutually adjusted.
\$7.00 Per Hour	Hours to be determined from departure from New Hampton to return arrival.
Max. \$91.00 per trip	Additional twelve (\$12.00) dollars per trip if forced to lose regular route pay.

Special Routes

12.44 Per Hr.	Handicap Bus Route
9.92 Per Hr.	Car / Van driver (3 or more students)
9.32 Per Hr.	Car / Van driver (2 or less students)

The employer will provide up to one hundred seventy-one (\$171) dollars per month for dependent health insurance for all full-time employees who are contracted for 210 days or more.

Employees with assigned duties in different buildings during the student school day shall be paid mileage at the maximum rate per mile allowed by the state for use of a private automobile for approved school travel.

SCHEDULE A
GRIEVANCE REPORT

Date Filed

School District

Building

Distribution of Form
1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Aggrieved Person

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal
or Immediate Supervisor

Date

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Date
Designee

LEVEL IV

A. _____
Signature of Aggrieved Person Date Received by Board

B. _____
Signature of Association President

C. Disposition by Board _____

Signature of Board President Date

LEVEL V

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator

Date of Decision

SCHEDULE B

DUES DEDUCTION AUTHORIZATION FORM

For Employer use only.
Do not fill out.

Authorization for Payroll
Deduction for Education Association
Support Group Dues

Employee No.

First Name Initial Last Name

Date Started Amount

I hereby request and authorize the
Board of Education of:

Changes

Date Amount

as my remitting agent, to deduct from
my earnings each month until this
authorization is changed or revoked
as provided herein, a sufficient amount
to provide for the monthly payment
of the prevailing rate of dues which
amount is to be remitted each month
for me and on my behalf to the
treasurer of:

Date Amount

Date Amount

Date Amount

Date Amount

Name of Local Association
(Affiliate of the UNIServ Unit, ISEA, NEA)

It is understood that this authorization shall begin on the first
payroll period following this date and shall continue through
the last payroll period of the contract year, and shall thereafter
continue for successive periods of one year unless revoked in
writing by a thirty (30) day notice to my employer and to said
organization.

Date _____

Signature _____

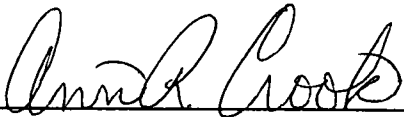
Social Security Number _____

LETTER OF AGREEMENT

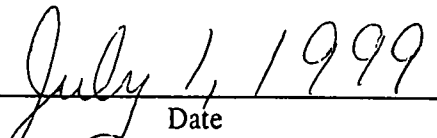
This letter of agreement explains the contract language in Article IX - INSURANCE, paragraph A. Health and Major Medical Insurance as it pertains to the new medical plan and the Board's agreement for specific reimbursement. With the signatures of the negotiating representatives, this letter is attached to and made a part of each agreement bargained between the New Hampton EASG and the New Hampton CSD beginning with the 1999-2000 agreement.

The Board will reimburse each employee for any portion of the first one hundred (\$100.00) dollar single expense or two hundred (\$200.00) dollar family expense paid by the employee for covered services provided during the contract year under the above group medical plan. Claims for reimbursement may be made after the end of the calendar quarter in which the employee reaches the full one hundred (\$100.00) or two hundred (\$200.00) dollar expense for covered services or at the end of the contract year for any portion of either expense paid by the employee for covered services provided during the contract year but not previously reimbursed.


However, beginning with the contract year of July 1, 1999 through June 30, 2000, the Board and Association agree that this benefit to expenses incurred by the employee for covered services shall extend to the calendar year 1999. It is understood that the maximum reimbursement any employee may receive in a contract year is limited to \$100 for a single expense or \$200 for family expense. Employees shall submit one request for reimbursement to the Board Secretary by February 1, 2000, for calendar year 1999 expenses. This one-time request for reimbursement shall cover the employee benefits under this agreement for the 1999-2000 contract. Staff members who do not complete their annual contract or new staff members employed after the start of the school year shall have their benefits under this agreement prorated based on the number of days of contracted service. If an employee does not complete their contract year and if they have received a full or partial reimbursement, they shall reimburse the school district the prorated amount due to the district.



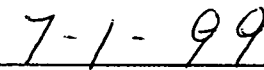
Association Representative



Date



Board Representative



Date